

IN THE DISTRICT COURT OF CUSTER COUNTY  
STATE OF OKLAHOMA

**FILED**  
DISTRICT COURT  
Custer County, Okla.

AUG 20 2021

**STACI HUNTER**  
COURT CLERK

LUIS C. ALVAREZ and DIANA )  
J. ALVAREZ, husband and wife, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
LANDSTAR RANGER INC. )  
and SUSAN CROSSEN, )  
 )  
Defendants. )

Case No. CJ-2021-65

**PETITION**

The Plaintiffs, Luis C. Alvarez ("Mr. Alvarez") and Diana J. Alvarez (collectively referred to hereinafter as "Plaintiffs"), for their Petition against the Defendants, Landstar Ranger, Inc. ("Landstar") and Susan Crossen ("Crossen")(collectively referred to hereinafter as "Defendants"), allege and state:

**JURISDICTION AND VENUE**

1. Plaintiffs reside in Weatherford, Custer County, Oklahoma, and at all relevant times have been citizens of Oklahoma.
2. Defendant, Landstar, has its principal place of business in Jacksonville, Florida, and at all relevant times has operated its business in Oklahoma.
3. Defendant, Crossen, resides in Little Rock, Arkansas, and at all relevant times has operated her pilot car business in Oklahoma.
4. The underlying traffic accident and events giving rise to this lawsuit occurred in Custer County, Oklahoma.
5. The District Court in and for Custer County has jurisdiction over the parties pursuant to 12 O.S. § 141.

**EXHIBIT**

**2**

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FACTUAL BACKGROUND

6. Plaintiffs hereby adopt and allege each of the facts and allegations set forth in paragraphs 1 through 5, above.

7. On August 10, 2020, Mr. Alvarez was hauling rock for his own company northbound on State Highway 54 ("54") approaching Weatherford, Oklahoma.

8. At the same time, Crossen was operating a single pilot car on behalf of Landstar on 54 near County Road 1050 ("1050") just south of Weatherford, Oklahoma.

9. Crossen was guiding Landstar as it was hauling a massive wind turbine southbound on 54. Landstar was required to make a right hand turn onto 1050 just south of Weatherford.

10. Because of the size of Landstar's load, Landstar and Crossen blocked the entire highway effectively closing 54 to all traffic during Landstar's turn onto 1050.

11. Prior to Landstar's attempted turn onto 1050, Crossen had moved just south of 1050 in a presumptive effort to warn northbound traffic of the road closure.

12. However, there was a hill on 54 just south of 1050 where Landstar had started its turn.

13. Instead of driving to the crest of the hill south of 1050 to notify northbound traffic of the road closure, Crossen moved approximately 20 feet south of 1050 on 54 and parked in the northbound lane.

14. In short, Crossen failed to move far enough south of 1050 to the crest of the hill on 54 to properly notify northbound traffic of the immediate road closure over the hill.

15. Crossen's decision to park at the base of the hill instead of the top of the hill made it impossible for northbound traffic – especially a tractor trailer hauling thousands of pounds of material like the one Mr. Alvarez was operating – to have knowledge of and/or appreciate the road closure.

16. Once Mr. Alvarez crested the hill and realized the road was closed, he did everything in his power to avoid a certain fatality accident.

17. Instead of hitting Crossen and Landstar's turbine, Mr. Alvarez slammed on his brakes and drove his tractor trailer into the ditch (the "Accident").

18. In the end, Mr. Alvarez's brave actions under immense pressure likely saved lives.

19. As a result of the Accident, Mr. Alvarez sustained significant and permanent bodily injuries, loss of earnings and property damage to his tractor trailer.

20. Without question, Landstar failed to hire enough pilot car operators to properly and effectively close 54 so it could make the required turn onto 1050. Had Landstar hired more than one pilot car, it could have closed 54 properly.

21. Notwithstanding, Crossen and Landstar attempted to close 54 with one pilot car which resulted in the Accident and Plaintiffs' injuries.

**FIRST CAUSE OF ACTION - NEGLIGENCE - SUSAN CROSSEN**

The Plaintiffs, for their First Cause of Action, adopt and incorporate the allegations made in numerical paragraphs 1 through 21, above, and in addition, allege and state:

22. Defendant had a duty under Oklahoma statutes, common law and Okla. Admin. Code § 595:30-3-17 to properly control traffic while piloting Landstar and its load.

23. Defendant violated 47 O.S. § 11-901, *et seq.*, amongst other statutes, the common law and Okla. Admin. Code § 595:30-3-17 for closing 54 in a negligent manner which caused the Accident. Such action constitutes negligence *per se*.

24. More specifically, Defendant breached her duties by attempting to close 54 by herself and by failing to move far enough south on 54 to the crest of the hill to properly notify northbound traffic of the road closure.

25. Defendant's breach in this regard was the proximate cause of the Accident and Plaintiffs' injuries and damages.

26. Plaintiffs sustained property damage, bodily injuries, mental injuries, medical expenses and incidental losses in excess of \$75,000.00 as a direct result of this Accident.

27. Plaintiffs' injuries are life-altering, permanent and severe.

28. Defendant's actions at the time of the Accident constitute a willful, wanton and reckless disregard for the rights and safety of Plaintiffs. As such, an award of punitive damages is in order.

29. Finally, Plaintiffs are entitled to recover attorneys' fees and court costs herein as Defendant's actions constitute the negligent destruction of Plaintiffs' property. *See* 12 O.S. § 940. Plaintiffs' damages in this regard continue to accrue.

30. Accordingly, Plaintiffs respectfully request this Court enter a judgment in their favor and against Defendant, Crossen, for damages in excess of \$75,000.00, including punitive damages, along with interest, costs, attorney fees and any all other legal or equitable relief this Court deems just and proper.

**SECOND CAUSE OF ACTION - NEGLIGENCE - LANDSTAR RANGER, INC.**

The Plaintiffs, for their Second Cause of Action, adopt and incorporate the allegations made in numerical paragraphs 1 through 30, above, and in addition, allege and state:

31. That all times previously identified in Plaintiffs' Petition, Defendant, Landstar, was operating an oversized load on Oklahoma highways as defined by Oklahoma law.

32. Accordingly, Landstar had an independent duty under Oklahoma law and the common law to hire a sufficient amount of pilot cars to properly transport its oversized load in a non-negligent manner.

33. Had Landstar hired a sufficient amount of pilot cars, the subject highway could have been properly closed and the Accident avoided altogether.

34. Landstar breached its duty in this regard by only hiring one pilot car, namely, Crossen, to pilot its oversized load on the date of the Accident.

35. Landstar's breach was the proximate cause of the Accident and Plaintiffs' injuries and damages.

36. Plaintiffs sustained property damage, bodily injuries, mental injuries, medical expenses and incidental losses in excess of \$75,000.00 as a direct result of this Accident.

37. Plaintiffs' injuries are life-altering, permanent and severe.

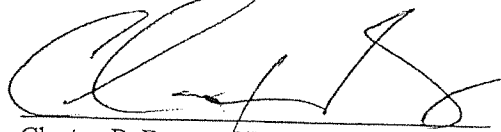
38. Defendant's actions at the time of the Accident constitute a willful, wanton and reckless disregard for the rights and safety of Plaintiffs. As such, an award of punitive damages is in order.

39. Finally, Plaintiffs are entitled to recover attorneys' fees and court costs herein as Defendant's actions constitute the negligent destruction of Plaintiffs' property. *See* 12 O.S. § 940. Plaintiffs' damages in this regard continue to accrue.

40. Accordingly, Plaintiffs respectfully request this Court enter a judgment in their favor and against Defendant, Landstar, for damages in excess of \$75,000.00, including punitive damages, along with interest, costs, attorney fees and any all other legal or equitable relief this Court deems just and proper.

**WHEREFORE**, the Plaintiffs, for their causes of action, pray for judgment against the Defendants, Susan Crossen and Landstar Ranger, Inc., for an amount in excess of \$75,000.00, plus their attorney's fees, costs, prejudgment interest and punitive damages.

Respectfully submitted,



Clayton B. Bruner, OBA No. 22079

CLAYTON B. BRUNER, P.L.L.C.

222 W. Tom Stafford

Weatherford, Oklahoma 73096

Telephone: (580) 774-5363

Facsimile: (580) 772-1116

Email: [clay@claybruner.com](mailto:clay@claybruner.com)

ATTORNEY FOR PLAINTIFFS,

LUIS C. ALVAREZ AND DIANA J. ALVAREZ

JURY TRIAL DEMANDED  
ATTORNEY LIEN CLAIMED



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Charles J Caylas Insurance Inc. 2726 E Parleys Way Ste 170 SLC, UT 84109 Phone: (801) 488-0085 Fax: (801) 483-6683		<b>CONTACT NAME:</b> Charles James Caylas Insurance, Inc. <b>PHONE (AG, No, Ext):</b> (801) 488-0085 <b>FAX (AG, No, Ext):</b> (801) 483-6683 <b>E-MAIL ADDRESS:</b> jalene@caylas.com	
<b>INSURED</b> Rockin' It Pilot Cars 880 East 6th St #6 New Richmond WI 54017-		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Atain Specialty Insurance Company <b>NAIC #</b> 17159 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADULT/CHILD INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PLS03611	08/23/2020	08/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	X	PLS03611	08/23/2020	08/23/2021	Per Claim 1,000,000 Aggregate 1,000,000 BI/PD 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional pilot car that escorts oversized loads including emergency shunting, flagging, height pole, and route surveys.  
 EXCLUDING: Towing, rigging, steerables, and hot shot services.

Certificate holder is listed as "Additional Insured"

## CERTIFICATE HOLDER

## CANCELLATION

Landsiar Transportation Logistics, Inc. Attn: Heavy Specialized Dept 13410 Sutton Park Drive South Jacksonville, FL 32224 Fax: (866) 661-1268	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Mower Insurance Agency, Inc.  
515 W Prairie View Road  
Chippewa Falls WI 54729

CONTACT NAME:

PHONE (A/C, No, Ext): 715-723-5525

FAX (A/C, No): 715-723-5157

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED  
Rockin' It Pilot Cars  
Jesse Hop dba  
880 E 6th St Apt 6  
New Richmond WI 54017

License#: 100191245  
ROCKITP-01

INSURER A: Progressive Insurance Co

38628

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 195161397

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	04083053-3	8/23/2020	8/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Vehicles: 2006 Dodge Grand Caravan (1D4GP24R08B641079); 2006 Dodge Grand Caravan (1D8GP24E08B673221); 2007 Dodge Grand Caravan (2D4GP44L67R260976); 2006 Dodge Grand Caravan (1D8GP25E36B600293); 2007 Ford F150 (1FTPX12V77FB07188); 2017 Ram 1500 (1C6RR7LT6HS598145); 2006 Dodge Grand Caravan (1D8GP24E56D650825); 2014 Ram 1500 (1C6RR7HT9ES242812)

Drivers: Jesse Hop, LaRockzana Hop, Dion Pye, Danny Crossen, Rickey Lovins, Susan Crossen, Michael Gibbs

## CERTIFICATE HOLDER

## CANCELLATION

LANDSTAR  
13410 SUTTON PARK DR SOUTH  
JACKSONVILLE FL 32224

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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